

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

1) DONALD HOWERTON,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
1) GEICO GENERAL INSURANCE CO.,)	
an Oklahoma corporation,)	
)	Jury Trial Demanded
Defendant.)	Attorney's Lien Claimed

COMPLAINT

I. PRELIMINARY STATEMENT

1. This is a civil action to redress Geico General Insurance Co.'s ("Geico") breach of contract with Plaintiff, Donald Howerton, regarding Plaintiff's uninsured/underinsured motorist coverage.

II. PARTIES

2. Plaintiff, Donald Howerton, is an individual citizen and resident of the State of Oklahoma who had a contract with Geico for uninsured/underinsured motorist coverage.

3. Defendant, Geico, is a Marlyand corporation that is domiciled in Chevy Chase, Maryland and is transacting business in the State of Oklahoma. Geico is in the business of selling insurance, including automotive insurance to the general public.

III. JURISDICTION AND VENUE

4. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 as the Plaintiff is a citizen of the State of Oklahoma and the Defendant is a citizen of Maryland. Plaintiff and

Defendants are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs.

5. Venue is proper under 28 U.S.C. § 1331(a) and (c).

IV. FACTUAL ALLEGATIONS

6. On or about October 8, 2005, on a public roadway in Oklahoma City, Oklahoma County, Oklahoma, Marlis C. Dussinger, Ronald Britt, Marcella Byers and Maria Jaquez negligently drove their respective vehicles causing a collision with a vehicle then and there lawfully operated by Plaintiff, Donald Howerton.

7. As a result of the negligence of the above parties, the Plaintiff sustained personal injuries and is entitled to recover damages for such personal injuries.

8. At the time of the collision, drivers Dussinger, Britt, Byers, and and/or Jaquez were underinsured motorists. Plaintiff had a policy of under-insured motorist coverage in force and effect with Defendant GEICO. Demand has been made and refused for payment under the terms of the policy. All conditions precedent to payment have been met.

WHEREFORE Plaintiff, Donald Howerton, prays for judgment against the Defendant, Geico General Insurance Company., in an amount in excess of \$75,000.00, plus interest

and costs of this action.

Respectfully submitted,
FOSHEE & YAFFE

s\Greg H. Haubrich .

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